

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF YUMA

**THIS AGREEMENT** is entered into 29th March, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and City agree that the State will remit \$250,000.00 to the City for roadway improvements to a portion of Interstate 8 North Frontage Road, Project No. I-8-1(49) Station 01+25 to 13+00, locally known as "Hotel Lane", hereinafter referred to as the "Project". Upon approval by Resolution of the State Transportation Board, the City Mayor and the City Council, the State will abandon ownership jurisdiction and maintenance responsibilities of the Project, to the City.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 26746  
Filed with the Secretary of State  
Date Filed: 03/29/04

Janice K. Brewer  
Secretary of State

By: Timothy J. Grassewald

## **II. SCOPE OF WORK**

### **1. The City will:**

a. Upon execution of this agreement, invoice the State \$250,000.00, for costs associated to complete the Project. Request for payment shall be submitted with the "ADOT" Progress Payment Report Form (attached). Electronic forms can be requested through the Joint Project Administration, at the address provided under Section III. Paragraph 8.

b. Waive the requirements of Arizona Revised Statutes Section 28-7209.

c. Upon approval by Resolution of the State Transportation Board, the City Mayor and the City Council, accept ownership jurisdiction and maintenance responsibilities of the Project.

### **2. The State will:**

a. Upon execution of this agreement and within 30 day upon receipt of an invoice from the City, remit \$250,000.00 for costs associated to complete the Project. Be responsible for the cost of the Project not to exceed \$250,000.00.

b. Upon approval by Resolution of the State Transportation Board, the City Mayor and the City Council and the transfer of funds, abandon ownership jurisdiction and maintenance responsibilities of the Project.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect upon completion of final transfer of funds and abandonment of ownership jurisdiction and maintenance responsibilities of the Project. This agreement may be cancelled at any time prior to the approval by Resolution of the State Transportation Board, with 30 days written notice by either party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

6. **Non-Availability of Funds:** Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Yuma  
City Administrator  
One City Plaza  
PO Box 13014  
Yuma, AZ 85366-3014

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF YUMA, ARIZONA**

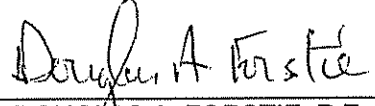
**STATE OF ARIZONA**

Department of Transportation

By

  
ROBERT L. WAGNER  
City Administrator

By

  
DOUGLAS A. FORSTIE, P.E.  
Acting Deputy State Engineer, Operations

ATTEST

By

  
BRIGGITA M. KUIPER  
City Clerk



One City Plaza  
P O. Box 13012  
Yuma, Arizona 85366-3012  
928.373.5035  
fax: 928.373.5036  
TTY: 928.373.5149

I, Edna M. Martin, do hereby certify that I am a duly appointed Deputy City Clerk of the City of Yuma, Arizona, and that the attached is a true and correct copy of **Resolution R2004-15**, which is on file in the Office of the City Clerk, Yuma City Hall, Yuma, Arizona.

Edna M. Martin 2-20-04  
Deputy City Clerk date

RESOLUTION NO. R2004-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF  
ARIZONA, FOR THE TURNBACK OF A PORTION OF INTERSTATE 8  
NORTH FRONTAGE ROAD, PROJECT NO. I-8-1 (49), STATION 01+25  
TO 13+00**

WHEREAS, the State of Arizona (State) desires to discontinue its jurisdiction over and responsibility for a portion of Interstate 8 North Frontage Road, Project No. I-8-1(49), Station 01+25 to 13+00 (the Project); and,

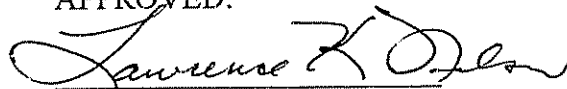
WHEREAS, the City of Yuma, Arizona (City) is willing to accept the jurisdiction over and responsibility for the Project; and

WHEREAS, the State and the City have determined that the turnback of the Project to the City for jurisdiction over and responsibility that facility would provide the greatest benefit to the State, the City and the Public.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma that the City Administrator is authorized and directed to execute an Intergovernmental Agreement with the State of Arizona, as shown in Exhibit A, attached hereto and by this reference made a part hereof.

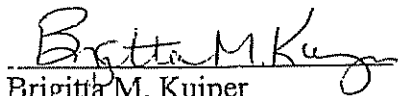
Passed and adopted this 18th day of February, 2004.

APPROVED:



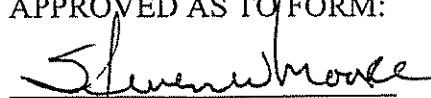
Lawrence K. Nelson  
Mayor

ATTESTED:



Brigitta M. Kuiper  
City Clerk

APPROVED AS TO FORM:



Steven W. Moore  
City Attorney

Exhibit A

A. G. Contract No.: KR03-1484TRN  
ADOT ECS File No.: JPA 03-063  
Project: I8 "Hotel Lane"  
TRACS No: H6437 01C  
5 year Item #: 73304

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF YUMA

THIS AGREEMENT is entered into \_\_\_\_\_, 2003 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and City agree, that the State will remit \$250,000.00 to the City for roadway improvements to a portion of Interstate 8 North Frontage Road, Project No. I-8-1(49) Station 01+25 to 13+00, locally known as "Hotel Lane", hereinafter referred to as the "Project". Upon approval by resolution of the Transportation Board and execution of this agreement, the State will abandon maintenance responsibilities and ownership jurisdiction to the City.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The City will:

a. Upon approval by resolution of the Transportation Board, City Mayor and City Council accept ownership jurisdiction and maintenance responsibilities of the Project.

b. Upon execution of this agreement, invoice the State in the amount of \$250,000.00 for costs associated to complete the Project. Request for payment shall be submitted with the "ADOT" Progress payment Report Form (attached). Electronic forms can be requested through Joint Project Administration, at the address provided under Section III. paragraph 6.

c. Waive the requirements of Arizona Revised Statutes Section 28-7209.

2. The State will:

a. Be responsible for the cost of the Project not to exceed \$250,000.00.

b. Upon approval by resolution of the State Transportation Board and transfer of funds, abandon ownership jurisdiction and maintenance responsibilities of the Project.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said payment and abandonment and final transfer of funds. This agreement may be cancelled at any time prior to the approval by resolution of the State Transportation Board, with thirty (30) days written notice by either party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City Administrator  
City of Yuma  
One City Plaza  
Yuma, AZ 85366-3014

7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

8. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF YUMA, ARIZONA**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
ROBERT L. WAGNER  
City Administrator

By Douglas A. Forstie  
DOUGLAS A. FORSTIE, P.E.  
Acting Deputy State Engineer, Operation

ATTEST

By \_\_\_\_\_  
Brigitta M. Kuiper  
City Clerk

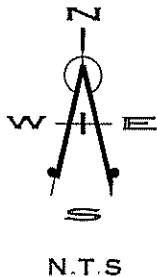
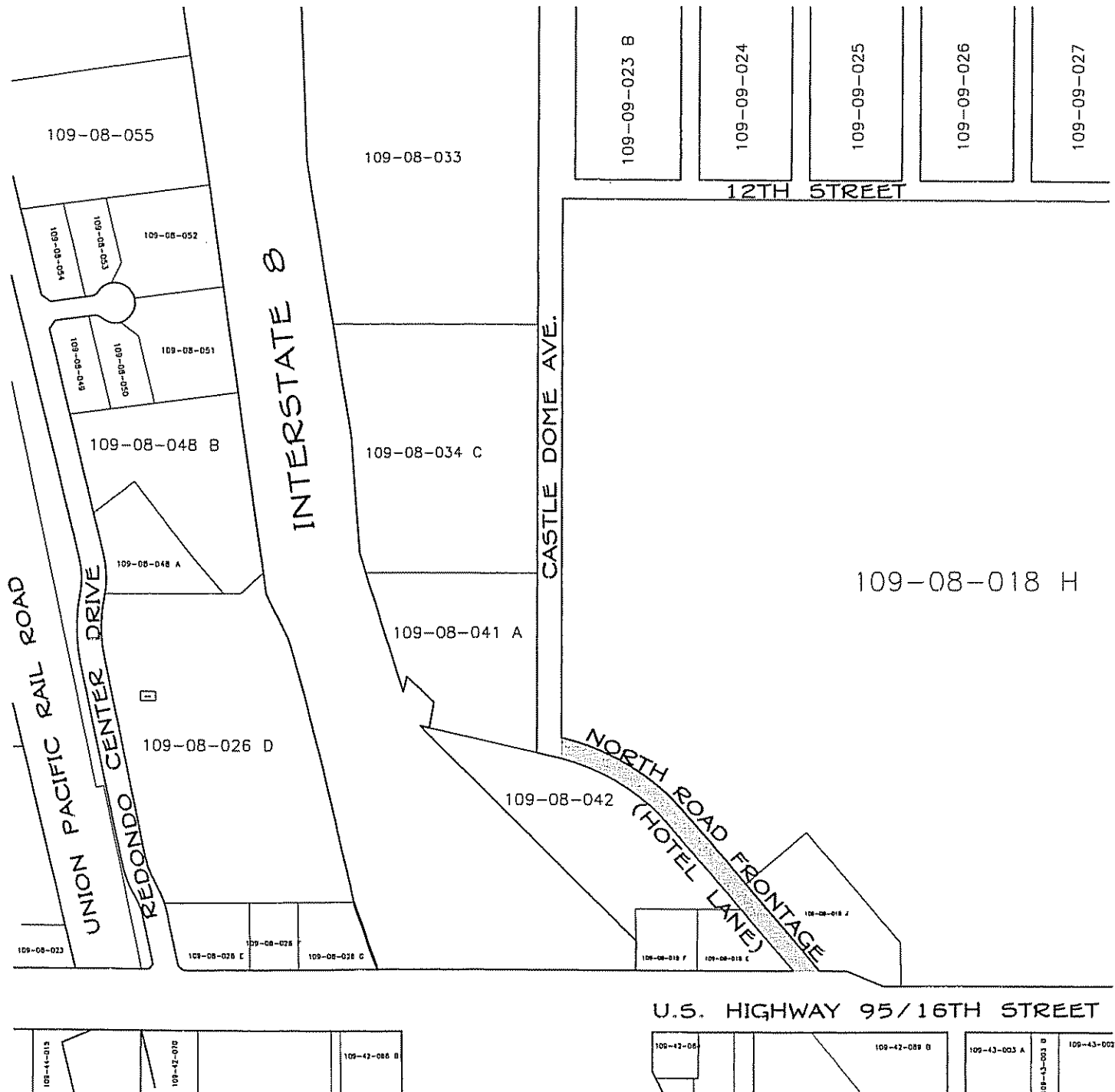


APPROVAL OF THE CITY OF YUMA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 10<sup>th</sup> day of February, 2008.

Steven Moore  
City Attorney



# LOCATION MAP

Reference  
Only



LOCATION OF SUBJECT PROPERTY

Prepared by: JESUS GARCIA.

DEPT.  
OF  
PUBLIC  
WORKS



DATE: 2-1-2004

SCALE: N.T.S

REVISED:

CIP NO.

5.9512

PHASE 76

Checked by: PAUL BROOBERG

APPROVAL OF THE CITY OF YUMA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 19 day of February, 2004

  
City Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

TERRY GODDARD  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-1484TRN (**JPA 03-063**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 24, 2004.

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED/mjf  
Attachment  
836421